

CONTRACT #12
RFS # 331.50-01211
FA # Pending

Education

VENDOR:
Teach for America

RECEIVED

SEP 03 2010

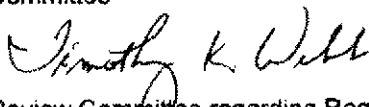
FISCAL REVIEW



STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

PHIL BREDESEN
GOVERNOR

TIMOTHY K. WEBB, Ed.D.
COMMISSIONER

Date: September 3, 2010
To: Mr. James White, Fiscal Review Committee
From: Timothy K. Webb, Commissioner 
Subject: Request to appear before Fiscal Review Committee regarding Request for Non-competitive Contract RFS #33150-01211

Please consider the enclosed information regarding a request for Non-competitive Contract between the Department of Education and Teach for America (TFA).

The proposed contract will allow the vendor to assist the Tennessee Department of Education in the recruitment, training, and staffing low performing schools, a service needed to assist the state in delivering on its TN First to the Top goals as measured by impact on student performance. Specifically, TFA will identify, train and staff Achievement School District (ASD) and other High priority schools with teachers in the Core Content areas of Math, Science, English and Social Studies, as well as English Language Learner (ELL), Foreign Language, and Special Education and other academic areas.

The State surveyed several agencies capable of providing highly qualified and potentially highly effective certified teachers into hard-to-staff schools, and found that TFA trained teachers had an impressive record of outperforming other teachers. Furthermore, TFA was specifically named in the grant to provide these services.

Although the Race to the Top (RTTT) grant was announced in early April, work on this contract could not begin until the budget was approved. The RTTT budget was approved by the USDOE on July 1, 2010, at which time contract negotiations began. There have been extensive discussions into the various aspects of the services that will be provided under the contract, and has caused a necessary delay in finalizing the scope of work and payment methodology.

Thank you for your assistance in obtaining the necessary approval of the request.

CC: Ms. Gwendolyn Watson
Ms. Rachel Woods
Mr. Bruce Opie
Ms. Kristen McKeever

**Supplemental Documentation Required for
Fiscal Review Committee**

*Contact Name:	Gwendolyn Watson	*Contact Phone:	(615) 532-4710
*Original Contract Number:	To be assigned by OCR	*Original RFS Number:	33150-01211
Edison Contract Number: (if applicable)	To be assigned	Edison RFS Number: (if applicable)	NA
*Original Contract Begin Date:	October 1, 2010	*Current End Date:	September 30, 2010
Current Request Amendment Number: (if applicable)			
Proposed Amendment Effective Date: (if applicable)			
*Department Submitting:		Department of Education	
*Division:		Achievement School District	
*Date Submitted:		9/3/10	
*Submitted Within Sixty (60) days:		No	
If not, explain:		Although the Race to the Top (RTTT) grant was announced in early April, work on this contract could not begin until the budget was approved. The RTTT budget was approved by the USDOE on July 1, 2010, at which time contract negotiations began. There have been extensive discussions into the various aspects of the services that will be provided under the contract, and has caused a necessary delay in finalizing the scope of work and payment methodology.	
*Contract Vendor Name:		Teach For America	
*Current Maximum Liability:		\$5,175,000.00	
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY: 2011	FY:2012	FY:	FY:
\$2,349,000	\$2,826,000		
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)			
FY:	FY:	FY:	FY:
\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus			

Supplemental Documentation Required for Fiscal Review Committee

funds were spent:	
<p>For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.</p> <p>If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.</p>	

IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:	State:		Federal: Federal RTTT Funds - \$5,175,000.00
Interdepartmental:		Other:	
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>			
*What were the projected costs of the service for the entire term of the contract prior to contract award?		N/A	

**Supplemental Documentation Required for
Fiscal Review Committee**

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures. *If maximum number of teachers placed.					
Deliverable description:	FY: 2011	FY: 2012	FY:	FY:	FY:
Recruit/Train/Staff/Support	\$2,349,000.00	\$2,826,000.00			
Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable. *If maximum number of teachers placed.					
Deliverable description:	FY: 2011	FY: 2012	FY:	FY:	FY:
Recruit/Train/Staff/Support	\$1,572,884.00	\$1,885,696.00			
Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.					
Proposed Vendor Cost: (name of vendor)	FY: 2011	FY: 2012	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY: 2011	FY: 2012	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Non-Competitive Contract Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.


Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

The proposed contract shall not begin before the date that this request is approved.

Request Tracking #	33150-01211		
Procuring Agency	Department of Education (TDOE)		
Proposed Contractor	Teach for America (TFA)		
Proposed Contract Period <i>(with ALL options to extend exercised)</i>	48 months		
Maximum Contract Cost <i>(with ALL options to extend exercised)</i>	\$12,000,000.00		
Office for Information Resources Endorsement <i>(information technology service; N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached		
eHealth Initiative Support <i>(health-related professional, pharmaceutical, laboratory, or imaging service)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached		
Human Resources Support <i>(state employee training service)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached		
Procuring Agency Previously Procured the Subject Service <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, it was procured by... <input type="checkbox"/> RFP <input type="checkbox"/> Another Competitive Method <input type="checkbox"/> Non-Competitive Negotiation			
Service Description <i>(brief summary only– do NOT restate the proposed scope of service)</i> TFA will identify, train, and staff the Achievement School District (ASD) and other High priority schools with teachers in the Core Content areas of Math, Science, English and Social Studies, as well as ELL and Special Education. These teachers will be specifically trained to work in low high poverty-low performing school in hard to staff. TFA will staff low performing schools with trained corps members processing foundational knowledge and skills needed to become highly effective teachers. TFA will train, recruit, and staff schools identified by TDOE as low achieving schools. TFA will provide pre-service training and one-on-one coaching for corps teachers placed in schools. TFA will provide support and maintain an extensive bank of online resources to help corps members succeed in the classroom.			

Request Tracking #	33150-01211
Explanation of Need for or Requirement Placed on the State to Acquire the Service	
<p>TDOE has the primary role and responsibility to effectively implement and provide for the implementation of the First To the Top Grant in a comprehensive and coherent manner that results in increased student achievement. As such, TDOE will need to employ and implement high-quality alternative route to certification programs to bring new streams of accomplished individuals into hard-to-staff urban schools. TDOE will need to engage and monitor external non-profit service providers for effectiveness in providing structure and removing the barrier that are present in Tennessee's lowest-achievement schools.</p>	
Name & Address of the Contractor's Principal Owner(s) (NOT required for a TN state education institution)	
<p>Wendy Kopp, Chief Executive Officer 315 West 36th Street, 7th Floor New York, NY 10018</p>	
Evidence Contractor's Experience & Length Of Experience Providing the Service	
<p>Teach for America (TFA) is a national nonprofit organization founded in 1990, 500 men and women began teaching in six low-income communities across the country. Since then, Teach For America's network has grown to over 28,000 individuals. They are one of the nation's largest providers of teachers for low-income communities, and have been recognized for building a pipeline of leaders committed to educational equity and excellence. TFA currently possess 39 placement sites in cities around the U.S., employs over 8,200 corps members, and serve 39 urban and rural areas.</p>	
Efforts to Identify Reasonable, Competitive, Procurement Alternatives	
<p>The Department conducted research into non-profit organization that has expertise in human capital and new school formation specifically in low-achievement schools. The agency must possess a proven track record of reform in recruiting highly effective teachers or principals, working with districts and states on revamping human capital systems, creating and expanding high-quality charter schools, and paving the way for dramatic improvement in student outcome. TFA was one of two agencies that has the proven experience, knowledge and on the ground assistance background to meet the needs of the Tennessee Department of Education and the Department is requesting to contract with both of them.</p>	
Justification – specifically explain why non-competitive negotiation is in the best interest of the state	
<p>Teach For America (TFA) a national nonprofit dedicated to closing the achievement gap by ensuring that high-need students get outstanding teachers. Founded in 1990, TFA partners with school districts and states to implement scalable responses to their most acute teacher quality challenges.</p> <p>TFA corps members are armed with the experience, conviction, and insight that come from leading children to fulfill their potential. The members are working from all sectors to shape our schools, policies, and investments in low-income communities. Corps members staffs 39 of schools in urban and rural areas with achievement success outcomes.</p> <p>TFA is uniquely positioned to provide consulting services and staffing assistance to help the TDOE to successfully staff low performing schools for the enhancement of student performance in struggling schools.</p>	
Agency Head Signature and Date (MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances)	
<p> 9/3/10</p>	

Begin Date October 1, 2010	End Date September 30, 2012	Agency Tracking # 33150-01211	Edison ID
Contractor Legal Entity Name Teach for America			Registration ID
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA # 84.395	FEIN or SSN 13-3541913
Service Caption (one line only) Identify, train, and staff Achievemnet School District and other High priority schools with teachers in core content areas.			
FY	State	Federal	Interdepartmental
2011	\$0.00	\$2,349,000.00	\$0.00
2012	\$0.00	\$2,826,000.00	\$0.00
TOTAL:	\$0.00	\$5,175,000.00	\$0.00
Other \$0.00			
TOTAL Contract Amount \$5,175,000.00			
American Recovery and Reinvestment Act (ARRA) Funding: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Ownership/Control			
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.	
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.	
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.	
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.	
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		OCR USE - FA	
Speed Code ED00000668	Account Code 70803000		

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
TEACH FOR AMERICA**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Teach for America, hereinafter referred to as the "Contractor," is for the provision of identifying, training and staffing Achievement School District (ASD) and other High priority schools with teachers in the Core Content areas of Math, Science, English and Social Studies, as well as English Language Learner (ELL) and Special Education and other academic areas, as further defined in the "SCOPE OF SERVICES."

The Contractor is a non-profit corporation.

Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 13-3541913

Contractor Place of Incorporation or Organization: New York

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. Definitions:

- a. Achievement School District (ASD) – An organizational unit of the State established for the purpose of providing oversight for the operation of the total program for individual schools or local education agencies that have reached a specified point in Tennessee's School/LEA accountability process. The Commissioner of Education has the authority to contract with one or more outside entities to manage the day-to-day operations of a school placed in the ASD, including, but not limited to, providing direct services to students.
- b. ASD Eligible Schools - Schools that have reached Restructuring 2 (the fifth year of improvement status) pursuant to the State's accountability system or at any time a Title I school meets the U.S. Department of Education's definition of "persistently lowest achieving schools", the State may remove the school from the jurisdiction of the local education agency and place the school under the jurisdiction of the ASD established by the Commissioner of Education
- c. Alternate Route Teacher – Individual with at least a bachelor's degree who is seeking an alternative route to teacher certification without necessarily having to go back to college and complete a college, campus-based teacher education program.
- d. Corps Member – Professional individual who has been selected to enter the program and be trained to become the primary instructor at an elementary or secondary school.
- e. Focus Schools - Tier II schools in School Improvement I and II.
- f. High Priority Schools - Schools that failed to make Average Yearly Progress (AYP) after two years.
- g. Persistently Lowest Achieving Schools-
 - (1) Tier I – The lowest-achieving five percent of Title I schools in improvement, corrective action, or restructuring in the State or the five lowest-achieving such schools (whichever number of schools is greater).
 - (2) Tier II – Any secondary school is among the lowest-achieving five percent of secondary schools or the five lowest-achieving secondary schools in the State that are eligible for, but do not receive Title I funds or is a high school that has had a graduation rate below 60 percent over a number of years.
 - (3) Tier III – Any Title I school in improvement, corrective action, or restructuring that is not a Tier I school.

- h. **Renewal Schools – Tier II Schools in Corrective Action and Restructuring I.**
- i. **Title I Schools - schools with at least 40% of students enroll in the free and reduced lunch program.**

- A.3. **Annual Work Plan.** The Contractor shall prepare, for State approval, a detailed Work Plan for each deliverable (A.4- A.15) that incorporates the development of schedules for the activities of this contract. The Work Plan shall include the steps for all project work tasks and deliverables including initiation and completion dates, task responsibilities to avoid any disruption of services, requirements or deliverables to the State.

The Annual Work Plan will outline by task and due date each activity to be performed under this contract. The Annual Work Plan must describe all activities related to the development and implementation of each item listed in this Scope, including each stage of production. It shall provide due dates for each activity and indicate areas of responsibility for the Contractor and the State. The Annual Work Plan will serve as a monitoring document to be used by the State to assure timely completion of tasks as scheduled.

The initial Annual Work Plan shall be due to the State within thirty (30) days of the execution of this contract. Subsequent Annual Work Plans will be due no later than May 1 prior to the effective fiscal year.

Deliverables A.4-A.15

- A.4. The Contractor shall launch a nationwide search for teacher candidates that have proven talent and desire to improve educational opportunities for disadvantaged children. The Contractor will implement a competitive application process that maximizes the ability to assess candidates' qualifications.
- A.5. The Contractor shall recruit, select, train, and staff other high priority schools in Tennessee, identified by the State, with a first priority given to the Core Content areas of Math, Science, English, Social Studies, English Language Learner, and Special Education, and a secondary priority given to Foreign Language and other academic areas based on identified staffing needs in each individual school, annually, or as vacancies appear in these content areas. The contractor will increase their Corps member pipeline by the following number of alternate route new teachers to serve in the Nashville and Memphis school districts. The Contractor and state agree to operate in good faith to facilitate the opening of a third site in Tennessee provided that (1) A third site signs a Professional Services Agreement with the Contractor (2) The Contractor is able to obtain philanthropic support in the third site. The Contractor's ability to open a third site shall not be considered a breach of this contract. Teachers are to be available for hire by July 1 of each year.
 - a. 2011-12- Up to 261 Teachers (145-175 New Teachers, Up to 86 Sustained Teachers)
 - b. 2012-13- Up to 314 Teachers (175-205 New Teachers, Up to 109 Sustained Teachers)
- A.6. The Contractor shall endeavor to recruit teachers with a first priority given to the Core Content areas such as Math, Science, English and Social Studies, as well as ELL and Special Education, and a secondary priority to Foreign Language and other academic areas based on identified staffing needs in each individual school, annually, or as vacancies appear in these content areas.
- A.7. The Contractor shall create and implement innovative programs that bring highly qualified and potentially highly effective teachers into hard-to-staff schools eligible to enter the Achievement School District (ASD), renewal schools and high priority schools, including Title I schools.
- A.8. The Contractor shall train selected candidates in a five week institute and work with school leaders and the State to secure placements for Teaching Fellows each year in high priority schools, including Title I schools, in Tennessee, identified by the State.

- A.9. The Contractor shall provide professional development services and activities to high priority schools, served under this contract, teachers for a minimum of two years after placement. These services may include but not limited to:
- a. Periodic classroom observations
 - b. Videotaping of instruction with review of instructional technique
 - c. Co-investigative discussions to facilitate self-reflection
 - d. Evaluation of instructional practice using student achievement data, and content area/grade-level workshops
 - e. Facilitate teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials.
- A.10. The Contractor shall partner with ASD schools to provide whole-group training at the request of individual principals or ASD leader.
- A.11. The Contractor shall work hand-in-hand with State, school districts and school leaders to staff the lowest-performing schools with highly trained teachers. Teachers will work as the classroom teacher of record and not as a substitute, auxiliary, resource or teacher aide, in accordance with the school's instructional day calendar.
- A.12. The Contractor shall provide a training institute for new teachers, focusing on teaching for student achievement. Training will focus on the certification of teachers for school districts' highest-need subject areas. Certification will meet state regulations for teacher certification. The State and the Contractor agree that Contractor's offering of the certification component is dependent on State program approval.
- A.13. The Contractor and the State shall work in good faith to secure assurances, in writing, from each participating LEA for priority placement of the Contractor's corps member in high priority schools in the order of prioritized needs beginning with ASD, ASD-Eligible, Renewal, Focus, Title I, and Non-Title I High Priority schools, and all other Title I schools.
- A.14. The Contractor shall use LEA/School teacher evaluation results of Fellows to identify areas of need and use this data to inform the training program for the incoming fellows.

B. CONTRACT TERM:

- B.1. Contract Period. This Contract shall be effective for the period beginning October 1, 2010, and ending on September 30, 2012. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than Four (4) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Million One Hundred Seventy-Five Thousand Dollars and No Cents (\$5,175,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes,

fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Train, recruit, staff, and sustain (A.4. - A.13.)	\$9,000.00 / Corp Member

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices annually, with all necessary supporting documentation, to:

 Elfreda Tyler, ASD Finance and Operations Manager
 Tennessee Department of Education
 Andrew Johnson Tower, 5th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 - b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
 - (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Tennessee Department of Education / Achievement School District Division
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);

- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least forty-five (45) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business

affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gwendolyn L. Watson, Deputy Superintendent,
Achievement School District
Tennessee Department of Education
710 James Robertson Parkway

Andrew Johnson Towers 5th Floor
 Nashville, TN 37243
 gwendolyn.watson@tn.gov
 Telephone: 615-532-4710
 Fax: 615-253-4177

The Contractor:

Wendy Kopp, Chief Executive Officer
 315 West 36th Street, 7th Floor
 New York, NY 10018
 Wendy.kopp@teachforamerica.org
 Telephone # 212-279-2080
 FAX # 212-279-2081

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it

has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.7. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.11. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
 - i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or
 - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) **Section 902 – Access Of Government Accountability Office.** The Contractor shall provide that the Comptroller General and his representatives are authorized:
 - i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
 - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- (5) **Section 1514 – Inspector General Reviews.** Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) **Section 1515 – Access of Offices of Inspector General to Certain Records and Employers.** With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
 - i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
 - ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- (7) **Section 1606 – Wage Rate Requirements.** All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- (8) **Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods.** None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.11., "Federal Economic Stimulus Funding."
- E.12. **FERPA Compliance.** The State and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the Authorization and Acknowledgement of Compliance document at Attachment B.
- E.13. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.
- In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.
- E.14. **Recruitment.** Individuals recruited and trained pursuant to this Contract will not be employed by the Contractor. School districts, and not the Contractor, are responsible for the final hiring and termination decisions for all applicants for the program(s) described in this Contract and for all candidates for teaching positions, and the school districts will be the employer of all individuals selected for teaching positions. The school districts are responsible for managing the appeals process, if any, and making decisions for candidates who appeal the selection decision. The Contractor is not liable for any actions brought by third parties as a result of the selection decisions.
- E.15. **Residual Rights.** The State and Contractor shall work in good faith to share the accumulated knowledge, expertise, and general know-how of the Contractor, whether developed before or after the commencement of this Contract, including without limitation, any systems, layout, or processes to develop works for others that are similar to the services provided hereunder.

IN WITNESS WHEREOF,

TEACH FOR AMERICA:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

TIMOTHY K. WEBB, COMMISSIONER

DATE

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Teach For America
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT B

AUTHORIZATION AND ACKNOWLEDGEMENT OF COMPLIANCE

Whereas, State has contracted with Teach For America on October 1, 2010 through September 30, 2012 (33150-01211), for identifying, training and staffing Achievement School District (ASD) and other High priority schools with teachers in the Core Content areas of Math, Science, English, Social Studies, English Language Learner, and Special Education, and a secondary priority given to Foreign Language and other academic areas, and

Whereas, The above referenced contract may require the disclosure by the State to Teach For America of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA), and

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of State and local educational authorities in connection with an audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the State and Teach For America hereby agree as follows:

1. Teach For America is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This student information may include: name, social security number, achievement data, address, phone number, and parent/guardian name.
2. Teach For America as authorized representative of State for the sole purpose of complying with the requirements of the above contract, agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with the state.
3. Teach For America agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

State

Date

Teach For America

Date